# Life Insurance

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## **Basic Life Insurance Program**

### Who is Eligible?

The Basic Life Insurance program provides \$3,000 life insurance coverage to all eligible employees under age 70 and \$1,500 to eligible employees age 70 or older. If you are an active, permanent, full-time employee who is enrolled in a state health insurance program, you are eligible for this benefit.

#### **Enrollment**

The Basic Life Insurance benefit is provided free of charge to all eligible employees. Enrollment in the program is automatic with enrollment in a state health insurance program for active employees.

#### **Schedule of Accidental Losses and Benefits**

A benefit will be paid according to the schedule below if the loss means loss of life, hand, foot or sight which:

- 1. Is caused solely and directly by an accident;
- 2. Occurs independently of all other causes; and
- 3. Occurs within 365 days after the accident.

With respect to a hand or foot, loss means actual and permanent severance from the body at or above the wrist or ankle joint. With respect to sight, loss means entire and irrecoverable loss of sight. With respect to thumb and index finger of same hand, loss means actual and permanent severance from the body at or above the metacarpophalangeal joints.

#### **Description of Loss**

### Life Both Hands or Both Feet or Sight of Both Eyes One Hand and One Foot Speech and Hearing in Both Ears Either Hand or Foot and Sight of One Eye Movement of Both Upper and Lower Limbs (Ouadriplegia) Movement of Both Lower Limbs (Paraplegia) Movement of Three Limbs (Triplegia) Movement of the Upper and Lower Limbs of One Side of the Body (Hemiplegia) Either Hand or Foot Sight of One Eye Speech, or Hearing in Both Ears Movement of One Limb (Uniplegia) Thumb and Index Finger of Either Hand

#### Benefit

Maximum Benefit Maximum Benefit Maximum Benefit Maximum Benefit Maximum Benefit

Maximum Benefit

Three-quarters of Maximum Benefit Three-quarters of Maximum Benefit

One-half of Maximum Benefit
One-half of Maximum Benefit
One-half of Maximum Benefit
One-half of Maximum Benefit
One-quarter of Maximum Benefit
One-quarter of Maximum Benefit

The maximum benefit is equal to your amount of Life Insurance.

#### What is Not Covered?

No accidental death or dismemberment benefits are payable if the loss is caused, or contributed to, by:

• Self-destruction, attempted self-destruction or intentional self-inflicted injury, whether the employee is sane or insane;

- War or any act of war; participating in a riot or performing police duty as a member of any military or naval organization;
- Sickness (physical or mental) of any kind;
- Bacterial infections, except infections caused by pyogenic organisms introduced through an accidental cut or wound;
- Participation in the commission of an assault or felony; or
- Any bodily injury intentionally inflicted by any person or persons, unless you are an innocent bystander having no relationship to the altercation causing this injury;
- Injury sustained while taking drugs, including, but not limited to, sedatives, narcotics, barbiturates, amphetamines, or hallucinogens, unless as prescribed by or administered by a physician; or

If you are a beneficiary of any life insurance policy offered by The Hartford through the Employee Insurance Program, you are eligible for Beneficiary Assist®. See page 120 for more information.

• The injured person's intoxication. *Intoxication* means the blood alcohol content; the results of other means of testing blood alcohol level; or the results of other means of testing other substances; that meet or exceed the legal presumption of intoxication or under the influence, under the law of the state where the accident occurred.

#### **How Claims are Paid**

Benefits are paid as soon as acceptable proof of loss is received. Benefits or loss of life are paid to your named beneficiary. Benefits other than loss of life will be paid directly to you. Proof of loss must be provided within 90 days after the date of the loss. If that is not possible, it must be provided as soon as reasonably possible, but not later than one year after that 90-day period. The Hartford will pay benefits within 60 days after proof of loss is satisfied.

#### **Extension of Benefits**

When your health coverage as an active employee is terminated, you will no longer be eligible for Basic Life coverage. However, you will be allowed to convert your coverage.

#### **Conversion**

If you are terminating employment, you may convert your coverage to an individual policy. To do so, you must complete and submit a conversion form (available through your benefits office or EIP) to The Hartford within 31 days after your Basic Life coverage ends.

## **Optional Life Insurance Program**

#### **The Contract**

The Optional Life Insurance contract consists of: the policy, which is issued to EIP; EIP's application, which is attached to the policy; and your application, if required. The policy is held by EIP. This section of the *Insurance Benefits Guide* is considered the summary of your coverage.

#### **Changes in the Insurance Contract**

The insurance contract may be changed at any time as long as The Hartford and EIP agree on the change. No one else has the authority to change the contract. Changes in the contract may affect any class of insured people and do not require your or your beneficiary's consent. All changes must be in writing, made a part of the policy and signed by an official of The Hartford and EIP.

#### **Applications**

The Notice of Election (NOE) and/or Personal Health Application that you complete to be covered by this plan are considered your application for life insurance coverage. The Hartford may use misstatements or omissions in your application to contest the validity of insurance or to deny a claim. However, The Hartford must first give you or your beneficiary a copy of the application that is being contested. The Hartford will not use your application to contest insurance that has been in force for two years or more during your lifetime

#### Cafeteria Plan (MoneyPlu\$) Election Restrictions

This policy is part of a cafeteria plan (MoneyPlu\$) sponsored by your employer and governed by the requirements of Sections 105, 125 and 129 of the Internal Revenue Code. The rules of the cafeteria plan will supersede any of the policy which are in conflict with them. By law, cafeteria plans are subject to the following restrictions: The benefits you elect during the enrollment period will remain in effect until the next enrollment period. Section 125 allows exception to this rule only in specified situations, including change in family status and commencement or termination of employment as described in the MoneyPlu\$ section. Active employees can pay Optional Life insurance premiums for coverage up to \$50,000 before taxes through the MoneyPlu\$ Pretax Group Insurance Premium Feature (see page 149). Retired employees are not eligible.

## **Legal Action**

No legal action can be brought against The Hartford sooner than 60 days after the date proof of loss is furnished or more than three years after the date that written proof of loss is required.

## **CONTRACT TERMS**

For the purposes of your Optional Life coverage, the following terms apply:

## **Actively at Work**

An employee will be considered actively at work with your employer on a day that is one of your employer's scheduled workdays. On that day, you must be performing, for wage or profit, all of the regular duties of your job in the usual way and for your usual number of hours. You will also be considered to be actively at work on any regularly scheduled vacation day or holiday, only if you were actively at work on the preceding scheduled work day.

#### **Accidental Death and Dismemberment (AD&D)**

Accidental death and dismemberment. See page 112 for information on AD&D benefits.

#### **Amount of Life Insurance**

The benefit amount payable upon your death.

#### **Basic Salary**

The actual amount you are compensated by your employer per year, including merit and longevity increases. It does not include commissions, annuities, bonuses, overtime or incentive pay. If you are a teacher, it does not include compensation for summer school.

#### **Deferred Effective Date**

If you are absent from work due to a physical or mental condition on the date your insurance or your dependent's insurance would otherwise have become effective or would have been increased, the effective date of insurance or the effective date of any increase in insurance will be deferred until the date you return to work as an active, permanent, full-time employee for one full day.

#### **EIP**

The Employee Insurance Program.

#### **Employee**

A person who is classified as a full-time, permanent employee who receives compensation from a department, agency, board, commission or institution of the state; public school districts; county governments (including county council members); local subdivisions; and other eligible entities approved by state legislation and participating in the state insurance program. Members of the South Carolina General Assembly, clerical and administrative employees of the General Assembly, and judges in the state courts are also considered employees eligible for coverage. An employee is classified for insurance purposes as full-time if he works at least 30 hours per week continuously for at least one year in a full-time, permanent position. Active employees who work at least 20 hours per week may also be eligible at the covered entity's option. Employees must be citizens or legal residents of the United States, its territories and its protectorates, excluding temporary, leased or seasonal employees.

#### **Injury**

Injury means bodily injury resulting directly from an accident and independently of all other causes, which occurs while you or your spouse are covered under the policy. Loss resulting from sickness or disease, except a pus-forming infection that occurs through an accidental wound or medical or surgical treatment of a sickness or disease, is not considered as resulting from injury.

#### **Maximum Amount of Life Insurance**

The maximum eligible amount for all eligible employees is \$500,000. Medical evidence of good health may be required for this amount.

#### **Notice of Election Form (NOE)**

The application form you use to enroll for benefits or change your coverage level, beneficiary, name or address.

#### **Personal Health Application**

The form used to provide medical evidence of good health to The Hartford.

#### **Physician**

A person who is a doctor of medicine, osteopathy, psychology or other legally qualified practitioner of a healing art that The Hartford recognizes or is required by law to recognize, licensed to practice in the jurisdiction where care is being given, practicing within the scope of that license and not related to the employee by blood or marriage.

#### **Pretax Group Insurance Premium Feature**

This feature allows you to pay your Optional Life insurance premiums for coverage up to \$50,000 before taxes are taken out of your paycheck. Retirees are not eligible to participate in the Pretax Group Insurance Premium Feature

#### **Sickness**

A disease, disorder or condition that requires treatment by a physician.

### **Special Eligibility Situation**

An event that allows an eligible employee to enroll himself or make changes in the state Optional Life program. Examples include: birth, marriage, adoption or placement for adoption. Involuntary loss of other group life benefits provided by the spouse's group life plan applies only to those who lost the coverage. They are eligible for \$10,000 to \$20,000 in coverage with medical evidence of good health. Enrollment changes must be requested within 31 days of the qualifying event. A salary increase does not constitute a special eligibility situation.

#### **The Hartford**

The Hartford Life and Accident Insurance Company.

## **Transferring Employee**

As an active employee, you can move from one participating employer to another as a transfer, provided there is no more than a 15 calendar-day break in employment. In addition, if there is not a break in your insurance coverage, you are considered a transfer. Academic employees who complete a school term and move to another academic setting at the beginning of the next school term are also considered transfers. A transferring employee is not considered a new hire for insurance program purposes. At the time of transfer, you will transfer to your new employer with all insurance programs in effect with your previous employer as any other continuing employee. Refer to the Enrollment and Eligibility section in this chapter for rules and procedures.

When you terminate employment, tell your benefits administrator that you are transferring from one participating employer to another. EIP will produce a transfer form that will be sent to the benefits administrator at your new entity. You may change your Optional Life beneficiaries at any time.

#### You

A person who is insured under the policy.

## **ENROLLING IN OPTIONAL LIFE INSURANCE**

#### **Initial Enrollment**

If you are an employee of a participating entity of the state of South Carolina, you can enroll in the Optional Life Insurance Plan within 31 days of the date you are hired. To enroll, you must complete the required forms, including an NOE. Coverage is not automatic. You can elect coverage in \$10,000 increments up to the lesser of three times your basic annual earnings (rounded down to the nearest \$10,000) or \$500,000 without providing medical evidence of good health. You can select a higher benefit level in increments of \$10,000, up to a maximum of \$500,000, by providing medical evidence of good health.

Your coverage begins on the first day of the calendar month coinciding with or the first of the month following your date of employment if you are actively at work on that day as a permanent, full-time employee. If you enroll for an amount of coverage that requires medical evidence of good health, your coverage effective date for the amount requiring medical evidence will be the first of the month following approval. All effective dates of coverage are subject to the Deferred Effective Date provision (see page 108).

#### **Late Entry Without Pretax Premium Feature**

If you do **NOT** participate in the MoneyPlu\$ Pretax Premium Feature and do not enroll within 31 days of the date you begin employment, you can enroll throughout the year as long as you provide medical evidence of good health and it is approved by The Hartford. To enroll, you must complete an NOE and a Personal Health Application and return these forms to your benefits office for processing. Your coverage will be effective on the first day of the calendar month coinciding with, or the first of the month following, approval as long as you are actively at work on that day as a permanent, full-time employee. **All effective dates of coverage are subject to the Deferred Effective Date provision (see page 108).** 

#### **Premiums**

Optional Life premiums are determined by your age on the preceding December 31 and the amount of insurance you select. Active employees can pay premiums before taxes through MoneyPlu\$ (see page 147 and 149). Retired employees are not eligible for the Pretax Group Insurance Premium Feature. Optional Life premiums begin on page 217.

#### What if My Age Category Changes?

If your age category changes, your premium will change January 1 of the next calendar year.

#### **Changing Coverage Amount With the Pretax Group Insurance Premium Feature**

If you participate in the MoneyPlu\$ Pretax Group Insurance Premium Feature, you can increase, decrease or drop your coverage only during each October enrollment period or within 31 days of a special eligibility situation (see page 109).

To increase your coverage during the annual enrollment period, you must provide medical evidence of good health and be approved by The Hartford. If approved, coverage will be effective on the first day of January following the annual enrollment period as long as you are actively at work on that day as a full-time employee. **All effective dates of coverage are subject to the Deferred Effective Date provision (see page 108).** If you are increasing your coverage due to a special eligibility situation, you can increase in increments of \$10,000 up to \$50,000 (\$500,000 maximum coverage amount) without providing medical evidence of good health. If you are enrolling in Optional Life for the first time due to a family status change, you may enroll in \$10,000 increments up to a maximum of \$50,000 without providing medical evidence of good health.

#### **Changing Coverage Amount Without the Pretax Group Insurance Premium Feature**

If you do **NOT** participate in the MoneyPlu\$ Pretax Group Insurance Premium Feature, you can increase your amount of coverage at any time during the year by providing medical evidence of good health and being approved by The Hartford. Your coverage at the new level will be effective on the first day of the calendar month following the date of approval as long as you are actively at work on that day. **All effective dates of coverage are subject to the Deferred Effective Date provision (see page 108).** You can decrease or cancel your coverage at any time. However, if you later want to increase coverage or re-enroll in the plan, you must provide medical evidence of good health and be approved.

#### **Late Entry**

If you participate in the MoneyPlu\$ Pretax Group Insurance Premium Feature and do not enroll within 31 days of the date you begin employment, you can enroll only within 31 days of a special eligibility situation (see page 109) or during annual enrollment. You may purchase coverage in \$10,000 increments up to a maximum of \$50,000 without providing medical evidence of good health. Coverage will be effective on the date of the qualifying event. Otherwise, you must complete an NOE and a Personal Health Application during annual enrollment for review of medical evidence of good health and return these forms to your benefits office. If approved, your coverage will be effective on the first day of January after annual enrollment or, if approved after January 1, coverage will be effective the first of the month after approval as long as you are actively at work on that day as a permanent, full-time employee. All effective dates of coverage are subject to the Deferred Effective Date provision (see page 108).

## YOUR LIFE INSURANCE BENEFITS

#### **Your Benefits and Facility of Payment**

Life Insurance Benefits and benefits for loss of life under the Accidental Death and Dismemberment Benefits will be paid in accordance with the life insurance Beneficiary Designation. If no beneficiary is named, or if no named beneficiary survives you, The Hartford may, at its option, pay the executors or administrators of your estate; or all to your surviving spouse; or if your spouse does not survive you, in equal shares to your surviving children; or if no child survives you, in equal shares to your surviving parents. In addition, The Hartford may, at its option, pay a portion of your life insurance benefit, up to \$2,000, to any person equitably entitled to payment because of expenses from your burial. Payment to any person, as shown above, will release The Hartford from liability for the amount paid. If any beneficiary is a minor, The Hartford may pay his or her share, until a legal guardian of the minor's estate is appointed, to a person who at The Hartford's option and in The Hartford's opinion is providing financial support and maintenance for the minor. The Hartford will pay \$200 at your death and monthly installments of not more than \$200. Payment to any person as shown above will release The Hartford from all further liability for the amount paid.

## **Your Living Benefit**

If you are an active employee under age 60, and you are diagnosed by a physician as having a terminal illness, you may request that The Hartford pay up to 80 percent of your life insurance prior to your death (this is a one-time request). The remaining benefit will be paid to your beneficiary upon your death. A terminal illness means that you have a life expectancy of 12 months or less. The Hartford may require proof that you are terminally ill before benefits are paid.

## **Method of Payment**

The Hartford will pay benefits in a lump sum.

## **How to Change Your Beneficiary or Method of Payment**

You can change your beneficiary at any time (unless you have given up that right). To make a change, you should notify your benefits office and complete an NOE. When processed, the change will be effective on

the date the request is signed. However, the change will not apply to any payments or other action taken before the request was processed. **Note:** Under no circumstances may a beneficiary be changed by a Power of Attorney.

#### **Facility of Payment**

The Hartford may pay up to \$2,000 to any person who has incurred expenses for your burial if there is no designated beneficiary. In addition, monthly payments of no more than \$50 can be paid to someone other than the beneficiary if the beneficiary is a minor, the beneficiary does not have the legal capacity to sign a receipt for payment (in The Hartford's opinion), and there is no court-appointed guardian or conservator. The Hartford may make these payments to the person or institution that cares for or supports the minor until a court-appointed guardian or conservator makes claim for the remainder of the benefit.

#### **Assignment**

The Hartford is not responsible for the validity or tax consequences of any assignment. No assignment will be binding on The Hartford until The Hartford records and acknowledges it. Collateral assignments are not permitted.

#### **Suicide Provision**

No Optional Life or Dependent Life Spouse benefit will be payable if death results from suicide, whether the covered person is sane or insane, within two years of the effective date. If death occurs within two years of a coverage increase, the death benefit payable is limited to the amount of coverage in force prior to the increase.

#### YOUR ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

(This provision does not apply to retirees.)

#### **Accidental Death**

If you die accidentally, The Hartford will pay an additional benefit equal to your amount of life insurance. To receive the additional benefit, death must not be due to a sickness or any other cause that is not considered accidental. Benefits will be paid according to the life insurance benefits provisions listed in this section.

#### **Seat Belt and Air Bag Rider**

If you or your spouse sustain an injury which results in a loss payable under the Accidental Death and Dismemberment Benefit, The Hartford will pay an additional Seat Belt and Air Bag benefit if the injury occurred while the injured person was a passenger riding in, or the licensed operator of, a properly registered motor vehicle and was wearing a seat belt at the time of the accident as verified on the police accident report. This benefit will be paid after The Hartford receives proof of loss in accordance with the proof of loss provision and according to the general provisions of the policy. If a Seat Belt benefit is payable, The Hartford will also pay an Air Bag benefit if the injured person was positioned in a seat equipped with a factory-installed air bag and properly strapped in the seat belt when the air bag inflated. The Seat Belt benefit is an additional 25 percent of your accidental death benefit. As an example, if your amount of life insurance is \$20,000 and you die in an accident, an additional \$20,000 accidental death benefit will be payable (according to the Accidental Death provision explained above). The Seat Belt rider increases this accidental death benefit by 25 percent, or \$5,000. The total accidental death benefit will then be \$25,000, which means the entire death benefit will be \$45,000. The Air Bag benefit is an additional 5 percent, or \$5,000, whichever is less, of your accidental death benefit. As an example, if your amount of life insurance is \$20,000 and you die in an accident, an additional \$20,000 accidental death benefit will be payable (according to the Accidental Death provision explained above). The Seat Belt rider increases the accidental death benefit by \$5,000, and the Air Bag rider increases the accidental death benefit by \$1,000 (5 percent of \$20,000 = \$1,000), which means the entire death benefit will be \$46,000. This rider will not apply to the driver who caused the accident if he was under the influence of drugs or alcohol, or if the death was the result of a sickness.

#### **Dismemberment**

Dismemberment benefits will be paid up to your Amount of Life Insurance. Benefits for the losses shown in the Schedule of Accidental Losses and Benefits are paid in a lump sum. If an injury causes more than one benefit to be payable according to the schedule listed below, only the largest benefit will be paid.

Loss of a hand means the loss of at least four fingers of the same hand. Loss of a foot means the severance at or above the ankle joint. Loss of a thumb or index finger means the severance of two or more phalanges of both the thumb and the index finger. Loss of an eye means the total loss of sight in that eye.

#### **Day Care Benefit**

A day care benefit will be paid to each dependent who is younger than age 7 (at the time of the insured's death) and is enrolled in a day care program. For each dependent who qualifies, one payment is issued per year for no more than two years. The benefit is five percent of the face value, or \$10,000 (whichever is less) per year.

#### **Education Benefit**

An education benefit is paid for each dependent who qualifies as a student, with one payment issued per 12-month period to a maximum of four consecutive periods. A qualified dependent must be either a post-high school student who attends a school for higher learning on a full-time basis at the time of the insured's death or in the 12th grade and will become a full-time post-high school student in a school for higher learning within 365 days after the insured's death. The benefit is five percent of the face value, or \$5,000 per year (whichever is less).

#### **Felonious Assault Benefit**

A felonious assault benefit is paid if the insured is injured in a felonious assault and the injury results in a loss for which benefits are payable under the Accidental Death and Dismemberment (AD&D) and Loss of Sight benefit. The benefit is payable only if the assault occurs while the insured is on the premises of, or conducting the business of, the policyholder; is directly related to the insured's employment with the policyholder and is not committed by an employee of the policyholder or an insured's family member. The benefit is one times the annual earnings, \$25,000, or the AD&D maximum (whichever is less). The benefit is payable only if the loss is policyholder-related.

#### **Schedule of Accidental Losses and Benefits**

The Hartford will pay a benefit according to the schedule below if:

- 1. You suffer accidental bodily injury while your insurance is in force;
- 2. A loss results directly from such injury, independent of all other causes; and
- 3. Such a loss occurs within 365 days after the date of the accident causing the injury.

Description of Loss	<b>Benefit</b>
Life	Maximum Benefit
Both Hands or Both Feet or Sight of Both Eyes	Maximum Benefit
One Hand and One Foot	Maximum Benefit
Speech and Hearing in Both Ears	Maximum Benefit
Either Hand or Foot and Sight of One Eye	Maximum Benefit
Movement of Both Upper and Lower Limbs	
(Quadriplegia)	Maximum Benefit
Movement of Both Lower Limbs (Paraplegia)	Three-quarters of Maximum Benefit
Movement of Three Limbs (Triplegia)	Three-quarters of Maximum Benefit
Movement of the Upper and Lower Limbs	_
of One Side of the Body (Hemiplegia)	One-half of Maximum Benefit
Either Hand or Foot	One-half of Maximum Benefit

Sight of One Eye Speech, or Hearing in Both Ears Movement of One Limb (Uniplegia) Thumb and Index Finger of Either Hand One-half of Maximum Benefit One-half of Maximum Benefit One-quarter of Maximum Benefit One-quarter of Maximum Benefit

The maximum benefit is equal to your amount of Life Insurance.

#### What Is Not Covered?

The Hartford will not pay accidental death or dismemberment benefits for a loss that results from:

- Self-destruction, attempted self-destruction or an intentionally self-inflicted injury, whether you are sane or insane;
- War or any act of war, participating in a riot, or performing police duty as a member of any military or naval organization;
- Sickness (physical or mental) of any kind;
- Bacterial infections, except infections caused by pyogenic organisms introduced through an accidental cut or wound;
- Participation in the commission of an assault or felony;
- Any bodily injury intentionally inflicted by any person or persons, unless you are an innocent bystander having no relationship to the altercation causing this injury;
- Injury sustained while taking drugs, including, but not limited to, sedatives, narcotics, barbiturates, amphetamines, or hallucinogens, unless as prescribed by or administered by a physician; or
- The injured person's intoxication. *Intoxication* means the blood alcohol content; the results of other means of testing blood alcohol level; or the results of other means of testing other substances; that meet or exceed the legal presumption of intoxication or under the influence, under the law of the state where the accident occurred.

## **CLAIMS**

To pay benefits, The Hartford must be given a written proof of loss. This means a claim must be filed as described below.

#### **How to File Claims**

First, a claim form should be requested from your benefits office or EIP. This should be done within 30 days after the loss occurs or as soon as reasonably possible. Next, the claim form should be completed and signed. If a physician must complete part of the claim form, he must also sign that part.

Finally, the claim form and an original death certificate with a raised seal or a red seal (if filing a death claim) should be returned to the employee's benefits office. Claims for retired employees should be filed with The Hartford (for information and forms, contact The Hartford at 888-803-7346, extension 33648). The claim form should be filed within 90 days after the loss occurs or as soon as reasonably possible. Claims must be filed no later than 15 months after the loss occurs, unless the person filing the claim is not legally capable of doing so.

If you are a beneficiary of any life insurance policy offered by The Hartford through the Employee Insurance Program, you are eligible for Beneficiary Assist®. See page 120 for more information.

#### **How Claims Are Paid**

Benefits are paid as soon as The Hartford receives acceptable proof of loss. Benefits for loss of life are paid as described on page 111 of this section. Benefits other than loss of life will be paid directly to you, except that benefits unpaid at your death may be paid, at The Hartford's option, to your beneficiary or to your estate.

## **Examinations and Autopsies**

The Hartford sometimes requires that a person filing the claim for the living benefit be examined by a physician of The Hartford's choice. The Hartford will not require more than a reasonable number of examinations. Required examinations will be paid for by The Hartford. Where it is not prohibited by law, The Hartford may require an autopsy. A required autopsy will be paid for by The Hartford.

### **EXTENSION OF BENEFITS**

An extension of benefits is provided according to the requirements below. The Hartford is not required by contract to provide these benefits unless you meet these requirements.

#### **Leave of Absence**

If you are on leave of absence approved by your employer, you can continue your group Optional Life Insurance for up to 12 months from the last day worked as long as you pay the required premium. If you become totally disabled, apply for a conversion policy or die, The Hartford will require written proof of your leave of absence approval.

If you are called up for active duty military service, you can continue your Optional Life Insurance coverage for 12 weeks. You can then convert your coverage. If your spouse is covered under Dependent Life Insurance, he can also continue his coverage for 12 weeks, and then he can convert his coverage.

#### **Disability**

If you become totally disabled, your life insurance will be continued for up to 12 months from your last day worked provided:

- Your total disability began while you were covered by this group Optional Life Insurance Plan;
- Your total disability began before you reached age 69; and
- The group Optional Life Insurance policy does not end.

Your premiums will be waived for up to 12 months from the last day worked while you are totally disabled. The 12-month period begins the first of the month following your last day worked. In order for your premiums to be waived, you must provide proof of disability to your benefits administrator within one year after the last day you were actively at work.

If you return to work during the 12-month waiver period and work one full week, the premium waiver period should end; if you must leave employment again due to total disability, the 12-month waiver will start over from the last day you were physically at work.

If your 12-month waiver ends and you have not returned to work as a permanent, full-time employee, you will be eligible to continue coverage through conversion (see page 116). However, if you are eligible for service retirement or approved for disability benefits you may be eligible to continue your Optional Life Insurance under portability until age 75. You must file for continuation within 31 days of termination of your active employee coverage.

A total disability is a disability that prevents you from engaging in any occupation or employment for which you are reasonably qualified by education or training. We will also consider the following injuries a total disability:

- Entire and irrecoverable loss of sight in both eyes;
- Loss of both hands;
- Loss of both feet; and
- Loss of one hand and one foot.

Loss of a hand means the loss of at least four fingers of the same hand. Loss of a foot means the severance at or above the ankle joint.

If the group Optional Life Insurance policy ends while you are continuing your benefits because of total disability, your coverage will end the earlier of:

- The date total disability ends; or
- The first of the month following the end of the 12-month continuation period, provided you submit proof of continued disability and are examined by a physician of The Hartford's choice.

## WHEN YOUR COVERAGE ENDS

#### **Coverage Termination**

Your insurance will end at midnight on the earliest of:

- The last day of the month you terminate your employment. See the conversion provision below;
- The last day of the month you go on unapproved leave of absence;
- The last day of the month you enter a class of employees not eligible for coverage (for example, a change from full-time to part-time status);
- The date EIP's policy ends;
- The last day of the month you do not pay the required premium for that month; or
- The day you become age 70, if you continued coverage as a retiree with a date of retirement before January 1, 1999; the day you become age 75 if you continue coverage as a retiree with a date of retirement January 1, 1999, and later.
- Claims filed before the date insurance ends will not be affected.

#### **ATTENTION RETIREES:**

If you retired on or after January 1, 2001, you may continue your coverage in \$10,000 increments, up to your active coverage level, until age 75. Please refer to pages 193-194 of the Retirement/Disability Retirement chapter for more information.

#### Conversion

If your life insurance ends because your employment or eligibility for coverage ends, you may apply for an individual policy of life insurance without providing medical evidence of good health. This type of policy is called a conversion policy. To apply for an individual conversion policy, contact your benefits administrator or EIP. They will send you an application to convert your coverage. You must complete and submit this application and your first conversion premium to The Hartford within 31 days after your group Optional Life Insurance coverage ends. Your conversion policy is then effective on the 32nd day after your group coverage ends. When applying for coverage, keep these rules in mind:

- 1. You may apply for any of The Hartford's non-term life insurance policies.
- 2. You may apply for an amount of life insurance that is not more than the amount of life insurance you had under your terminated group Optional Life Insurance.
- 3. Your new premium for the conversion policy will be set at The Hartford's standard rate for the type of policy you choose, the amount of coverage that you wish to convert and your age.

#### If the Group Policy is Terminated

If your group Optional Life Insurance ends because of termination by the state of the group Optional Life policy or termination of a class, and you have been insured under the policy at least five years, you may apply for a conversion policy within 31 days of the event. The conversion policy will be issued according to rules 1 and 3 above. However, your converted life insurance amount may not exceed the lesser of \$2,000 or the amount of your terminated group Optional Life Insurance, less the amount of any other group insurance for which you become eligible within 31 days of the termination. If you are issued a conversion policy and you again become eligible for group Optional Life Insurance with EIP, your group coverage will become effective only if you terminate the conversion policy.

#### **Additional Death Benefit**

If you die within the 31-day continuation or conversion period, The Hartford will pay the amount of life insurance you were entitled to continue or convert. Proof of your death (a certified death certificate with a raised seal or a red seal) must be accepted by The Hartford for this benefit to be paid.

## **Dependent Life Insurance Program**

## **ENROLLMENT AND ELIGIBILITY**

### Who is Eligible?

You may enroll in the Dependent Life Insurance program for your eligible dependents even if you do not have Optional Life coverage or other state group benefits. Your eligible dependents include:

- Your lawful spouse or former spouse whom you are required to cover by divorce decree or court order. You cannot cover both your current and former spouse. If your spouse is eligible for coverage as an employee of a participating entity, you cannot cover him as a dependent.
- Your children, who must be:

- Effective dates of all Optional Life and Dependent Life policies are subject to the Deferred Effective Date provision. See page 108 and page 118.
- 1. Natural children, adopted children, stepchildren or children for whom you have legal guardianship
- 2. Unmarried
- 3. Over 14 days old but less than age 19, or 19 years old but less than age 25, who attend school on a full-time basis (as defined by the institution) as their principal activity and are primarily dependent upon you for financial support.

Dependent children who are incapable of self-sustaining employment due to mental retardation, mental illness or physical handicap are not subject to the above age limitations. Please see your benefits administrator for more information.

If both husband and wife are state employees, only one can carry dependent coverage for eligible dependent children, and the spouses cannot cover each other.

#### **How to Enroll**

You can enroll in the Dependent Life Insurance plan without having to provide medical evidence of good health within 31 days of the date you are hired. You must complete an NOE and return it to your benefits office. You must list each dependent you wish to cover on the NOE. If a dependent is not listed on the NOE, he is not covered.

Coverage is effective on the first day of the calendar month coinciding with or the first of the month following your date of employment.

#### Marriage

If you wish to add a dependent spouse because you marry, you can add your new spouse without providing medical evidence of good health by completing an NOE within 31 days of the date of marriage. Coverage becomes effective with the date of marriage. You cannot cover your spouse as a dependent if your spouse is or becomes an employee of a state entity that participates in the plan. If you divorce, you must drop your spouse from your coverage by completing an NOE within 31 days of the date of divorce unless you are

required by court order or divorce decree to continue coverage. If you remarry, you can cover your divorced spouse or your current spouse, but not both. You can continue to cover your children if they live with you and you are financially responsible for them, or if you are required to cover them by court order.

#### **Loss of Coverage**

If your spouse is terminated by an entity that participates in this plan, you can enroll your spouse in Dependent Life coverage up to \$20,000 within 31 days of his termination without having to provide medical evidence of good health. If your spouse terminates active employment because of a disability and remains on the active group in a waiver status under Optional Life coverage, your spouse can be added to your Dependent Life Insurance only within 31 days of his Optional Life waiver end date.

#### **Adding Children**

Eligible children may be added throughout the year, without providing medical evidence of good health, by completing an NOE. Coverage will be effective the first of the month after you complete and file the NOE. Children must be listed on your NOE to be covered. You must list each child on the NOE, even if you have Dependent Life Insurance coverage when you gain a new child. Coverage begins on the date the dependent child is acquired. All effective dates of coverage are subject to the Deferred Effective Date provision (see page 108 and below).

#### **Late Entry**

If you do not enroll within 31 days of the date you begin employment or when you acquire an eligible dependent, you can enroll your spouse throughout the year as long as you provide medical evidence of good health and it is approved by The Hartford. To provide medical evidence of good health, you must complete a Personal Health Application. Coverage will be effective on the first day of the calendar month coinciding with or the first of the month following approval provided the employee is actively at work. All effective dates of coverage are subject to the Deferred Effective Date provision (see page 108 and below).

#### **Excluded Dependent**

Any dependent who is eligible for Optional Life Insurance Plan coverage, or who is in full-time military service, will not be considered a dependent.

#### What is the Deferred Effective Date for Dependents?

If a dependent, other than a newborn, is confined in a hospital or elsewhere\* because of a physical or mental condition on the date insurance would otherwise have become effective, the effective date of insurance will be deferred until the dependent is discharged from the hospital or no longer confined and has engaged in substantially all the normal activities of a healthy person of the same age for a period of at least 15 days in a row.

\*"Confined elsewhere" means the individual is unable to perform, unaided, the normal functions of daily living, or leave home or another place of residence without assistance.

## **SCHEDULE OF BENEFITS**

Dependent Life/Spouse coverage and premiums are not combined with the Dependent Life/Child coverage and premiums.

### **Dependent Life/Spouse Coverage**

If you are currently enrolled in Optional Life, you may cover your spouse in increments of \$10,000 for up to 50 percent of your Optional Life coverage or \$100,000, whichever is less. Medical evidence of good health

is required for late entry (see above) and for coverage amounts greater than \$20,000. If you are not enrolled in Optional Life, you may cover your spouse for \$10,000 or \$20,000.

Premiums for Dependent Life/Spouse coverage are the same as the Optional Life premiums, which are based on the **employee's** age. Your spouse's coverage will be reduced at ages 70, 75 and 80 based on the employee's age. See the rate charts beginning on page 217. Premium payments are paid entirely by you, with no contribution from the state, and are payable through payroll deduction.

Spouses enrolled in Dependent Life are covered for Accidental Death and Dismemberment benefits (see page 112).

### **Dependent Life/Child Coverage**

You can cover your eligible dependent children older than 14 days, but younger than age 19, or age 25, if enrolled as a full-time student. The benefit is \$15,000, and the monthly premium for Dependent Life/Child coverage is \$1.24, regardless of the number of children covered. Premiums are paid entirely by you, with no contribution from the state, and are payable through payroll deduction.

## **PAYMENT OF CLAIMS**

When The Hartford receives acceptable proof of a covered dependent's death, the amount of life insurance will be paid based on the coverage you select.

The Hartford will pay the Life Insurance Benefit at your Dependent's death to you, if you are living. Otherwise, it will be paid, at The Hartford's option, to your surviving spouse or the executor or administrator of your estate.

#### **How to File Claims**

In order to pay benefits, The Hartford must be given written proof of loss. This means a claim must be filed as described below.

First, a claim form should be requested from your benefits office or by calling EIP at 803-734-0678 (Greater Columbia area) or 888-260-9430 (outside the Greater Columbia area). This should be done within 30 days after the loss occurs or as soon as reasonably possible. Next, the claim form should be completed and signed. If a physician must complete part of the claim form, he must also sign that part.

Finally, the claim form and an original copy of the death certificate with a raised seal or a red seal should be returned to the employee's benefits office. The claim form should be filed within 90 days after the loss occurs or as soon as reasonably possible. Claims must be filed no later than 15 months after the loss occurs, unless the person filing the claim is not legally capable of doing so.

#### **When Claims Are Paid**

Benefits are paid as soon as The Hartford receives acceptable proof of loss.

#### **Autopsies**

Where it is not prohibited by law, The Hartford may require an autopsy. A required autopsy will be paid for by The Hartford.

## WHEN DEPENDENT LIFE INSURANCE COVERAGE ENDS

#### **Termination of Coverage**

Your dependent's coverage will terminate at midnight on the earliest of:

- The day the policy ends
- The day you, the employee, are no longer eligible to purchase the Dependent Life Insurance Plan
- The day on which the dependent no longer meets the definition of a dependent
- The day any premiums for Dependent Life Insurance coverage are due and unpaid for a period of 31 days.

#### **Conversion**

If your dependent's coverage terminates because of one of the reasons listed above, coverage may be converted to an individual life insurance policy. The dependent must apply to The Hartford in writing within 31 days of the date insurance under this plan is terminated and pay the required premiums for individual life insurance for the dependent's age and class of risk.

When an employee dies, Dependent Life/Spouse and/or Dependent Life/Child may be converted to an individual policy. This policy will:

- Be issued without medical evidence of good health
- Be on one of The Hartford's non-term policy forms
- Be for no more than the amount for which the dependent was last insured under this Dependent Life Insurance Plan
- · Contain no disability or supplementary benefits
- Be effective on the 32nd day after the group life insurance on the dependent's life terminates.

If you are called up for active duty military service and your spouse has Dependent Life coverage, he may continue his coverage for 12 weeks and then convert it.

If you have had this Dependent Life Insurance Plan for at least five years, and your dependent's insurance terminates because The Hartford or EIP terminates the Dependent Life Insurance Plan or amends the plan so your dependent is not eligible, your dependent can convert coverage to an individual life insurance policy subject to:

- The same conditions and limitations that apply to an insured person whose employment terminates
- A limit of the least of:
  - 1. The amount for which the dependent was last insured under this benefit, reduced by any amount for which he is eligible under any other group life insurance policy within 31 days of the termination of insurance; or
  - 2. The amount the dependent elects.

Such a policy will be effective on the 32nd day after the group life insurance terminates. Any individual life insurance policy issued under this conversion privilege is in lieu of all other benefits provided by this policy. If your dependent dies during the 31-day conversion period, The Hartford will, when provided with due proof of loss, pay the amount of life insurance the dependent was entitled to convert.

## The Beneficiary Assist® Program

Counseling is available to beneficiaries of the Basic Life, Dependent Life and Optional Life insurance policies offered by The Hartford through the Employee Insurance Program (EIP). The Beneficiary Assist® program, for which there is no charge, may include telephone and face-to-face sessions with grief counselors, attorneys and financial planners. More information on the program is available in a brochure on the EIP Web site, <a href="https://www.eip.sc.gov">www.eip.sc.gov</a>. Select "Choose your category" and then "Publications."

## Travel Assistance Program

When you're traveling, emergencies can occur. Now help is only a phone call away for Basic, Optional and Dependent Life subscribers. You are eligible for a Travel Assistance Program provided by The Hartford through Worldwide Assistance Services, Inc. (WA), a leader in the travel assistance industry. When you travel 100 miles or more from home for 90 consecutive days or less, the Travel Assistance Program gives you 24-hour, toll-free access to emergency assistance. Before you accept a service, you may wish to ask if you will be required to pay for it. The length of time it will take to receive the assistance depends on the situation. These benefits and services are also available for your covered dependents — whether or not they're traveling with you.

WA offers a wide range of services both before you leave home as well as in emergency situations.

Before your trip, the program can provide information on:

- Visas, passports, inoculations and immunizations
- **Embassy and consular** referrals requirements
- Foreign exchange rates
- **Cultural information**
- Travel advisories
- Temperature and weather.

#### **Emergency Medical Assistance**

The Travel Assistance Program is not intended to replace your health insurance or traditional travel insurance. Before you leave on a trip, you may want to turn to the chapter on your health plan or call your plan's customer service line to learn how urgent and emergency care are handled when you are away from home.

If you feel you may need additional insurance when you travel, consult a travel agent.

The Travel Assistance Program is not available to retirees.

- **Medical Referrals** Upon request, WA will assist you in locating physicians, dentists and medical facilities that can take care of your medical needs. Whenever possible, WA will refer you to Englishspeaking medical providers.
- Medical Monitoring While being treated for a medical emergency, professional case managers (including physicians and nurses) will communicate with your attending local physicians to make sure that you receive an appropriate level of care and to determine if further intervention, medical evacuation or even repatriation (return to U.S.) is needed.
- **Medical Evacuation** If WA's physicians, in consultation with your local attending physician, determine that the care you receive is sub-standard, WA will recommend that you be transported to the closest adequate medical facility that can provide relevant care for your medical emergency. WA will make all arrangements and will pay for all associated evacuation expenses. And WA's physician team makes all decisions as to the medical necessity of such a transport.
- **Medical Repatriation** If WA's physician, after consulting with your local attending physician, determines that you need further medical hospital care or long-term rehabilitation, WA will arrange and pay for you to be brought back to your home. WA's physician team makes all decisions as to the medical necessity of such a transport.
- **Traveling Companion Assistance** If your travel companion loses previously made travel arrangements due to your medical emergency, WA will arrange and pay for your companion's return home by the most direct and economical route.
- **Dependent Children Assistance** If any dependent children traveling with you are left unattended because you are hospitalized, WA will arrange and pay for their economy-class transportation home with a qualified escort, if necessary.

- You can reach Worldwide Assistance Services, Inc., 24 hours a day by:
- E-mail: ops@worldwideassistance. com
- Fax: 202-331-1528
- Web site: www.world wideassistance.com.

- Visit by a Family Member or Friend If you are traveling alone and must be hospitalized for at least seven consecutive days, are likely to be hospitalized at least seven consecutive days or are in critical condition, WA will, upon your request, arrange and pay for economy-class round trip transportation for one member of your immediate family, or one friend you designate, from his or her home to the place where you are hospitalized.
- Emergency Medical Payments When it is necessary for you to obtain needed medical services, WA
  will, upon your request, advance funds to cover on-site medical expenses. The advance of funds will be
  made to the medical provider after WA has secured funds (usually by debiting a credit card) from you or
  your family.
- **Return of Mortal Remains** In case of death while traveling, WA will arrange and pay for the proper return of remains to the deceased's place of residence for burial, including all necessary government authorizations and transportation.
- Replacement of Medication and Eyeglasses WA can arrange to fill a prescription that has been lost, stolen, or requires a refill, subject to local law, whenever possible. WA will also arrange for shipment of replacement eyeglasses. Costs for shipping medication, eyeglasses, or a prescription refill are your responsibility.

## **Emergency Personal Services**

- **Urgent Messages** While you are traveling, WA can receive and relay urgent messages for you and your family.
- **Emergency Travel Arrangements** If appropriate, WA can make new travel arrangements or change airline, hotel and car rental reservations.
- Emergency Cash —WA can advance funds after satisfactory guarantee of reimbursement from you (usually a credit card). Any fees associated with the transfer or delivery of funds are your responsibility.
- Lost/Stolen Luggage/Personal Possessions—WA can assist in locating and replacing lost or stolen luggage, documents, and personal possessions.
- **Legal Assistance/Bail** —WA can locate an attorney and advance bail funds, where permitted by law, with satisfactory guarantee of reimbursement. (Attorney fees are your responsibility.)
- Interpretation/Translation —WA can assist with the telephone interpretation in all major languages or will refer you to an interpretation or translation service for written documents.

#### **How to Obtain Services**

If you or your dependents need emergency or other services, simply call WA 24 hours a day (telephone numbers are located on the back of your Travel Assistance card) and provide:

- You/your dependents' names
- Nature of your condition
- Your employer's name
- Phone number where you can be reached
- The policyholder's name S.C. Budget and Control Board, Division of Insurance and Grants Services, Employee Insurance Program
- The policy number 674267 or OGL-033913
- The Hartford ID Number GLD-09012.

### **Paying For Services**

After verifying coverage eligibility, WA will pay for the following Emergency Medical Assistance services previously described. These services are only eligible for payment or reimbursement by WA if WA was contacted at the time of service and arranged and/or pre-approved the service. Before you accept a service, you may wish to ask if you will be required to pay for it.

- Medical Evacuation/Return Home
- Return of Mortal Remains
- Traveling Companion Assistance

- Internal Expenses, including telephone calls, medical monitoring fees, or time dedicated to managing your medical care
- Dependent Children Assistance
- Visit by a Family Member or Friend.

If costs are incurred for any other WA services, you are responsible for paying those costs or reimbursing the costs if initially paid by WA. WA will ask for your credit card information and debit your account for the required amount.

#### **Service Exclusions and Limitations**

WA will not evacuate or repatriate you if you have infections under treatment that have not yet healed; you are pregnant and are either in or have passed your sixth month of pregnancy; or if the WA-designated physician determines that such transport is not medically advisable or necessary.

For a complete list of WA's service exclusions and limitations, please refer to the WA Web site at www.worldwideassistance.com.

## EstateGuidance<sup>sm</sup>

You can create a simple will online by following the directions provided and supplying information at the prompts. You can then download the will to your computer. You can have access to The Hartford's EstateGuidance service online at <a href="https://www.EstateGuidance.com/wills">www.EstateGuidance.com/wills</a> where you will be guided through the will creation process. The promotional code is HFD1877.

## Optional Life, Dependent Life/ Spouse, Child Monthly Premiums

Optional Life premiums are determined by your age on the preceding December 31 and the amount of insurance you select. Premiums for Dependent Life/Spouse coverage are the same as the Optional Life premiums, which are based on the employee's age. For the premiums, see pages 217-220.

The premium for Dependent Life/Child is \$1.24 for \$15,000 coverage, regardless of the number of children covered.